



**STATE OF HAWAII**  
**WIRELESS ENHANCED 911 BOARD**

**WIRELESS ENHANCED 911 BOARD**

May 27, 2005  
10:00 a.m.

Department of Accounting and General Services  
Comptroller's Conference Room 410  
Kalanimoku Building  
1151 Punchbowl Street  
Honolulu, Hawaii 96813

**AGENDA**

- I. Call to order
- II. Review of minutes
- III. Committee Updates by Chairs
  - A. Finance Committee
  - B. Technical Committee
  - C. Policies and Objectives Committee
  - D. Administration Committee
- IV. For Action.
  - A. Policy allowing the reduction of the monthly remittance of surcharges for administrative expenses from a prior month.
  - B. Policy defining the applicability of the surcharge to resellers and prepaid wireless customers.
  - C. Selection of consultant for implementation of the terms of the Enhanced Wireless 911 Grant.
  - D. Confidentiality (non disclosure) policy.
  - E. Election of Vice Chair.
- V. Announcements
- VI. Next meeting date
- VII. Adjournment

Wireless Enhanced 911 Board  
Minutes of May 27, 2005 Meeting  
May 27, 2005

Board Members in Attendance: Peter Jaeger, Roy Irei, Paul Ferreira, Joel Matsunaga, Milton Matsuoka, John Cole, Jeff Yamane. Staff in attendance: Kerry Yoneshige (Department of Accounting and General Services), Lt. Charles Chong (Honolulu Police Department), Keith Rollman (City and County of Honolulu).

1. The Chair called the meeting to order at 10:10 a.m.
2. The Chair reported that he had the proxies for board members Dexter Takashima and Gordon Bruce. Board member John Cole reported that he had the proxy for Roger McKeague and board member Milton Matsuoka had the proxy for Richie Nakashima.
3. The minutes of the May 6, 2005 board meeting were approved.
4. Finance Committee Report
  - Deposit account balances as of May 6, \$4.3 million in general fund, \$1.25 million in grant fund.
  - Nextel has paid the full month of July under protest. The Wireless Enhanced 911 Board (the Board) had previously agreed that the full amount of assessments from July 1, 2004 were due regardless of whether or not wireless carriers were formally notified by the Board of the assessments.
  - It was agreed that a policy regarding the retroactive claim of the 2% administrative deduction from assessments would not be adopted as the law is clear that it can be deducted in the month of submission of assessments. The Board did agree that an email be sent to wireless carriers advising them of the 2% deduction for administrative expenses.
  - The Chair of the Committee also requested that the Board develop policies on the reimbursement payments to Public Safety Answering Points (PSAPs) and wireless carriers. The Policy committee will address this request.
5. Technical Committee
  - Technical Committee Chair, Pete Jaeger reported that the committee had done a conference call with Intrado to ensure that they were aware of the administrative rule that prohibits consultants which prepare solicitations for purchase of goods and services are prohibited from bidding on those solicitations. Additionally, the committee had discussed the subject with Patricia Ohara of the Department of the Attorney General and determined that a conflict currently did not exist and was unlikely in the future.

- The Board then voted to award the Enhanced Wireless 911 consultant contract to Intrado and the vote was unanimous in favor of the award to Intrado.
  - Technical updates: Nextel is on schedule for a late June Phase II implementation in Maui; T-Mobile is scheduled for an August Phase II implementation in Maui; Cingular has a team commencing work on the Phase I and II installation in Maui.
6. Policy Committee: A revised non disclosure policy and agreement was reviewed and voted on by the Board. The Board voted unanimously to adopt the policy and members present completed the agreement forms. The committee will also be looking at developing policies to address reimbursement payments to the PSAPs and wireless carriers.
  7. Administrative Committee: No report from the committee. It was noted that there was an act passed from the last legislative session that replaces the Department of Health board member with the Comptroller effective July 1, 2005.
  8. The Board voted on a policy that the assessments in Section 138-4 of Act 159, Session Laws of Hawaii 2004 includes resellers of wireless services. The vote was unanimous that "resellers" are subject to the collection and remittance of assessments.
  9. The Board was then requested to add an agenda item for an emergency request to consider and approve a Memorandum of Agreement (MOA) between the Board and the Department of Accounting and General Services which would correct a flaw in the emergency appropriation act. The MOA would allow the Board to expend funds. The Board unanimously approved the request. Subsequent to review of the MOA, the Board voted unanimously to approve the MOA.
  10. Next meeting is tentatively scheduled for June 30, 2005, subject to confirmation by the Maui Police Department and Nextel as to the implementation date of the Nextel phase II implementation. A press conference including the Governor is planned to announce the implementation of the Maui wireless enhanced 911 service.

**Wireless Enhanced 911 Board  
May 27, 2005 Meeting  
Finance Committee Report**

- I. First Hawaiian Bank accounts
  - a. Account signatories
  - b. Meeting w/ FHB – June 7
  - c. Deposits
    - i. Wireless E911 General Fund - \$4.3 million
    - ii. Wireless E911 Grant Fund – \$1.25 million
- II. Follow ups
  - a. Hawaiian Telcom wireless letter sent to inform on WE911 Board and requirement to submit surcharges
  - b. Nextel Partners payment of balance of July surcharge under protest
  - c. Administrative expense proposed practice
    - i. Allow for a “grace period” of 3 months to accept “recalculations” for the administrative fees.
    - ii. Contact carriers with a reminder
    - iii. No acceptance of recalculations for administrative fees after the grace period.
    - iv. Carriers free to change going forward at any time.
- III. Issues for discussion
  - a. Developing Board policies/direction on payouts

## WIRELESS ENHANCED 911 BOARD

### POLICY ON PROPRIETARY AND CONFIDENTIAL INFORMATION

In order to meet its obligations under chapter 138, HRS, the wireless enhanced 911 board must obtain and review information deemed proprietary by wireless providers. HRS § 138-8(b) requires the board to maintain the confidentiality of all proprietary information submitted to it, and to adopt reasonable procedures to prevent the disclosure of, or access to, such information to members of the public and competitors, including members of the board representing other wireless providers and the wireline provider of enhanced 911.

Accordingly, the board adopts the following procedures:

#### **Section 1. Identification of Confidential or Proprietary Information.**

- (1) "Proprietary information" is that as defined in HRS § 138-1.
- (2) Information identifying subscribers shall be held confidential by the board and each of its employees, as being proprietary information belonging to the disclosing wireless provider. Identifying information shall include a subscriber's:
  - (a) Name;
  - (b) Telephone number; and
  - (c) Billing address.
- (3) A wireless provider shall explicitly and clearly mark as confidential, prior to submission, information supplied and regarded by the carrier as proprietary.
- (4) The board shall not regard as confidential or proprietary the identification of a wireless provider or a subsidiary of a wireless provider.

**Section 2. Permissible Uses of Confidential and Proprietary Information.** The use of confidential or proprietary information shall be limited to:

- (1) Disburse funds as provided in HRS § 138-5;
- (2) Discharge the duties of the board and its agents as provided in HRS chapter 138;
- (3) Process revenues remitted to the board by wireless providers; and
- (4) Manage calls by PSAPs in accordance with HRS § 138-5.

**Section 3. Management of Confidential and Proprietary Information in the Possession of the Board.**

- (2) Unauthorized access to confidential or proprietary information shall be promptly reported to the board in writing.
- (3) A report of a security breach shall include a description of the incident, specific identification of the information disclosed, identification of each person who accessed the records, and the purposes for which access was obtained.
- (4) The board shall notify an affected party immediately, providing a copy of the written report detailing the incident.

Hawaii Enhanced 911 Board Meeting  
May 27, 2005

Technical Committee Report- Pete Jaeger Chairman

1. Search for Consultant for Grant services has been completed. The Selection committee has met and we recommend Intrado as the vendor. We followed the Professional Services guidelines for Section 103D-304 HRS Chapter 3-122, subchapter 7 HAR. The process included:
  - a. Met with Pat Ohara and Kerry Yoneshige on March 4 to finalize process
  - b. Wrote amended Web page notice
  - c. Got approval on March 30, 2005 to post on the Web from Governor
  - d. Posted the Professional Services request on the web site <http://www4.hawaii.gov/bidapps/ShowBids.cfm> on April 10.
  - e. Closed the application process at 16:30 on April 25.
  - f. The Review Committee met April 29 and reviewed each application then sent the recommendations to the Selection Committee.
  - g. The Selection Committees met multiple times with the first Meeting on May 5. At these meetings we interviewed each applicant. We selected a vendor and presented to the Board on May 6, 2005.
  - h. Board had concerns on possible conflict of interest.
  - i. Selection board met with Kerry, State Procurement, and the vendor of choice. We have made the determination that there is no conflict of interest and informed the vendor of the rules. Here are the notes:
    - We asked Intrado how they planned to deal with any conflicts of interest. Intrado explained that they have separate business entities within the corporation. Roy mentioned that the Hawaii Procurement rules don't take into consideration separate business entities.
    - We explained to Intrado the Hawaii administrative rules and read section 3-122-13e on the call.
    - Intrado explained that their Wireless business Unit has non-complete agreements with the wireless carriers and provides services on behalf of the PSAP's and Wireless carriers.
    - Intrado government relations division would treat the Intrado Wireless Business Unit the same as other providers like TCS.
    - Intrado has done a similar project for South Dakota and were asked if they had any possible conflict because of this work and Intrado responded they had no conflicts of interest that arose from the South Dakota work.
    - Intrado does not own or sell and CPE equipment used in PSAPs.
    - Intrado plans to report on what the current state is of Phase II readiness and make recommendation on any equipment that will

need to be upgraded to conform to the Joint Standard 036 (J-STD-036).

- Intrado is interested in the advancement of 911 technologies and consider this their core business.
  - Kerry helped explain the process to follow for compliance within Act 52 rules which includes certifications by Tax Department, a Certificate in good standing, and a Certificate from the Dept. of Labor.
2. Nextel Partners is continuing process to implement Phase II services for Maui County.
  3. No updates on Maui's request from Verizon or Sprint.

Respectably submitted by Pete Jaeger



PETER JAEGER

833 1621

Post-it® Fax Note	7671	Date	May 24	# of pages	5
To	WZ 911 Board	From	Charles Chong		
Co./Dept.		Co.	Honolulu Police		
Phone #		Phone #	529 3364		
Fax #		Fax #	529 3948		

**TO: WIRELESS E911 BOARD MEMBERS**

**FROM: CHARLES E. CHONG, LIEUTENANT, HONOLULU POLICE**

**SUBJECT: PSAP READINESS AGREEMENT**

**I AM FORWARDING A COPY OF THE AGREEMENT AS SIGNED BY THEN CHAIR HARRINGTON ON FEBRUARY 4, 2005.**

**I EXPECTED HIM TO HAVE DISTRIBUTED COPIES TO BOARD MEMBERS AFTER HE SIGNED THE AGREEMENT.**

**PLEASE REVIEW TIMELINES.**

**I HAVE CONTACTED THE FUND MANAGERS AND INFORMED THEM THAT THE RFP HAS BEEN ISSUED, PROPOSALS ACCEPTED, AND THAT WE ARE NOW IN THE PROCESS OF SELECTION OF THE CONSULTANT.**

**WE ARE STILL ON TRACK.**

**THANK YOU FOR YOUR CONTINUED EFFORTS.**



**CHARLES E. CHONG**  
LIEUTENANT

**HONOLULU POLICE DEPARTMENT**  
801 South Beretania Street  
Honolulu, Hawaii 96813  
Tel: (808) 529-3534 Fax: (808) 529-3948

Mr. Jerry  
The Melcher

# Wireless E-911: The PSAP Readiness Fund

*An independent non-profit charitable organization*

c/o Shulman Rogers, 11921 Rockville Pike, Third Floor • Rockville, MD 20852  
Phone: (301) 230-6574 • Fax: (301) 230-2891

February 1, 2005

Lt. Charles Chong  
Honolulu Police Department  
801 South Beretania Street  
Honolulu, HI 96813  
Phone: (808) 529-3534

Re: State of Hawaii Grant

Dear Lt. Chong:

The PSAP Readiness Fund (the "Organization") is a nonprofit Section 501(c)(4) social welfare corporation that is the initial recipient of the funds provided by Nextel Communications, Inc. ("Nextel") for the upgrade and enhancement of public safety answering points (PSAPs). These funds were provided to the Organization by Nextel in recognition of the public safety community's expectation that Nextel would fulfill the commitment it made to the FCC in its request for waiver of the E911 rules to provide funding for public safety.

## **A. GRANT OF FUNDS**

The Board of Directors of the Organization has approved a grant (the "Grant") to the State of Hawaii (the "State") through its Wireless Enhanced 911 Board (the "Grant Recipient") in furtherance of the Grant Recipient's governmental purpose of deploying Phase II wireless E-911 service throughout the State.

The approved Grant amount consists of **One Million Two Hundred Fifty Thousand Dollars (\$1,250,000)**. The Grant shall be payable as set forth herein following the execution of this Grant Letter by both parties (the "Effective Date"). Any unused funds at the end of the Grant term (except for funds set aside to cover expenses properly accrued during the Grant term) shall be returned to the Organization.

## **B. APPROVED PURPOSES FOR GRANT FUNDS**

This Grant Letter shall provide funds to support Grant Recipient's statewide deployment of Phase II wireless E-911 service across all wireless carriers serving the State. While Grant Recipient collects wireless subscriber surcharges, and such funds are earmarked to cover deployment and operating costs, the Grant Funds are intended to provide incremental funds which will allow such deployment to occur on a more rapid basis. The Grant funds are not meant to replace any current appropriation and/or funding mechanisms, and Grant Recipient may not reduce overall funding for the statewide wireless 9-1-1 in

direct consequence of receipt of the Grant funds, nor may Grant Recipient use any of the funds to supplant or replace any local government funding which has been authorized, budgeted, or allocated by all required applicable government action as of the Effective Date. To the extent that agencies or divisions of Hawaii state government must explicitly be granted budget or spending authority by the Hawaii legislature in order to expend funds granted by a third party, then it is the intent of this Agreement that one hundred percent (100%) of the funds awarded under this Agreement be appropriated for the purposes identified herein.

### **C. REPORTING ON USE OF GRANT FUNDS**

The Grant Recipient agrees to provide to the Organization, no earlier than one (1) year and no later than fifteen (15) months following the Effective Date, a narrative report describing what was accomplished by the expenditure of funds in support of the grant deliverables. The Grant Recipient shall provide quarterly expense reports delineating the amount and purpose of Grant funds expended during the previous three month period as well as a narrative update on the progress toward the goals and obligations set forth in this Grant Letter (the "Quarterly Report"). The Quarterly Reports shall be provided to the Organization within forty five (45) days following the end of each quarter during 12-month period following Effective Date. The Grant Recipient shall provide copies of its independently audited financial statements covering the Grant period and proper application of Grant funds, and the Organization reserves the right, at its own expense but with Grant Recipient's full cooperation and assistance, to conduct its own financial and/or operational audit covering the use of Grant funds.

Although the Grant funds need not be physically segregated, for any year in which the Grant Recipient will be required to report to the Organization, such funds are to be shown separately on Grant Recipient's books for ease of reference and verification. Records of receipts and expenditures under the Grant shall be kept in accordance with generally accepted accounting principles and made available, at reasonable times, at the request of the Organization. Such records shall be maintained for at least four (4) years following the last annual report to be provided the Organization. The Organization will include information on this Grant in its periodic public reports.

### **D. GOALS FOR GRANT RECIPIENT**

The Funds granted under this Agreement are intended to be used as earmarked below to accomplish each of the objectives set forth (the "Key Goals"), although Grant Recipient shall have the flexibility to redistribute funds among the Key Goals, provided, however, that all Key Goals must be met in a timely fashion:

(i) Statewide consulting services: Within ninety (90) days following the Effective Date, Grant Recipient shall retain the services of a qualified consultant (the "Consultant") to provide assistance in planning, coordination, and project management of Grant Recipient's statewide wireless E-911 deployment (both Phase I and Phase II). The Consultant shall be selected by the Grant Recipient using its own solicitation and valuation process in accordance with any applicable State laws and/or regulations. The Consultant may not be an employee, contractor or direct affiliate of the Organization. The Organization has allocated **One Hundred Fifty Thousand Dollars (\$150,000)** of the Grant Funds toward this Key Deliverable.

(ii) Maui County deployment: Grant Recipient shall use its best efforts to ensure that the Maui County PSAP is fully deployed and operational receiving Phase II wireless E-911 service from at least one wireless carrier serving the area within one hundred and twenty (120) days following the Effective

Date (the "Maui Deployment"). The Organization has allocated **Two Hundred Thousand Dollars (\$200,000)** of the Grant Funds toward this Key Deliverable. Failure of Grant Recipient to meet this deadline shall not constitute an incidence of default under this Agreement, provided that Grant Recipient maintains its continued best efforts toward completing the Maui Deployment as soon as practicable.

(iii) Statewide GIS and photographic Overlay project: The Grant Recipient shall use its best efforts to complete (i) a statewide Geographic Information System (GIS) for 911 use which includes electronic "base maps" suitable to identify a wireless caller's location using Phase II location information in a format readily usable by PSAPs for that purpose; (ii) statewide aerial photography electronically stored and incorporated with the GIS to provide a photographic overlay for the base map system. To the greatest extent possible, Grant Recipient shall use existing resources, including photographic material available from other government sources, and shall consult appropriate U.S. military leaders to explore whether resources of U.S. military installations within the State may be provided to assist with this project. The Organization has allocated **Nine Hundred Thousand Dollars (\$900,000)** of the Grant Funds toward this Key Deliverable.

(iv) Statement of Work: Within thirty (30) days following Grant Recipient's appointment of its Consultant, Grant Recipient and Organization shall execute a Scope of Work ("SOW") containing the operational and technical details related to completion of the Key Goals. When executed, the SOW shall be incorporated into this Agreement by reference. The Key Goals shall be completed in accordance with the SOW. Use of Grant Funds in material deviation from the SOW is prohibited without prior written permission of the Organization or its designee. Within ninety (90) days following the Effective Date, Organization and Grant Recipient shall each by written notice to the other appoint Project Managers who shall be the respective primary contacts in operational matters arising under this Grant Agreement. In the event of any conflict between the provisions of this Agreement and the SOW, the terms of the SOW shall control.

#### **E. PAYMENTS TO GRANT RECIPIENT**

The Grant shall be payable as follows, provided that Grant Recipient is not in breach of any of its obligations under this Grant Agreement, in which case the Organization shall suspend payments until such breach has been satisfactorily cured by Grant Recipient:

(i) Payment 1: **One Hundred Fifty Thousand Dollars (\$150,000)** shall be paid to the Grant Recipient within ten (10) business days following the Effective Date;

(ii) Payment 2: **One Million One Hundred Thousand Dollars (\$1,100,000)** shall be paid to the Grant Recipient within ten (10) business days following execution by both Parties of the SOW.

Any interest generated on Grant funds held by recipient during the Grant term shall be applied to the Key Goals in the same manner as the Grant funds. Any funds not expended or committed for the purposes of the grant must be returned to the Organization. If the Organization becomes aware that the funds are not being used for the purposes described above, it reserves the right to be reimbursed for the amounts so diverted.

#### **F. GENERAL PROVISIONS**

Under the applicable laws of the United States, all Grant funds must be expended for purposes of social welfare within the meaning of Section 501(c)(4) of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended (the "Code"). Specifically, the Grant must be used within

Organization's tax-exempt purpose of fostering the development and timely deployment of advanced location emergency services across the United States, particularly in areas underserved by modern communications technology. The Grant is made only for the purposes stated in this letter, and the Grant funds as well as any interest or income earned thereon may not be expended for any other purpose without the Organization's prior approval in writing.

The Grant Recipient, by the signature of its representative below, hereby represents that the Grant Recipient (i) has the power and authority to enter into this Grant Agreement under its Constitution and laws and regulations validly enacted thereunder; and (ii) is exempt from the payment of federal income taxes as a state government entity.


The Grant Recipient acknowledges and agrees that no benefits have been or will be provided in exchange for this Grant to Nextel or any of its affiliates, the Organization's directors or any of their family members, or any corporation or other business owned in whole or in part by the Organization's directors or any of their family members.

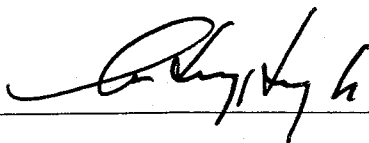
The provisions of this Grant Agreement are severable, and if any part of it is found to be unenforceable, the other provisions shall remain fully valid and enforceable. The section headings herein are for convenience of reference only and are not a part of the substantive agreement between the parties.

If this letter correctly sets forth your understanding of the arrangements made regarding this Grant, please countersign both originals of this letter and return one of them to me. The other original is for your files. Following receipt by the Organization of a countersigned original of this letter, the Organization will promptly transfer the Grant funds to you.

Sincerely,

Wireless E-911: The PSAP Readiness Fund

BY:   
Name: Robert L. Ritter  
Title: Vice President & Executive Director

BY:  DATE: 2/4/05

FOR: The State of Hawaii